



**TIFFANY & BOSCO**  
P.A.

Dated: February 05, 2010

**2525 EAST CAMELBACK ROAD  
SUITE 300**

**PHOENIX, ARIZONA 85016**

**TELEPHONE: (602) 255-6000**

**FACSIMILE: (602) 255-0192**

A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

**GEORGE B. NIELSEN, JR**  
**U.S. Bankruptcy Judge**

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

09-32758/0148923378

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

Charles R. Dellinger  
Debtor.

Wells Fargo Bank, N.A.  
Movant,  
vs.

Charles R. Dellinger, Debtor, Brian J. Mullen,  
Trustee.

Respondents.

No. 2:09-BK-31776-GBN

Chapter 7

ORDER

(Related to Docket #15)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated November 18, 2005 and recorded in the office of  
3 the Sandoval County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Charles R.  
4 Dellinger has an interest in, further described as:

5 Lot numbered Eleven (11), in Block numbered Two (2), of The Estates at High Resort Unit 1, as  
6 the same is shown and designated on the plat entitled, "Estates at High Resort Unit 1, a  
7 Subdivision of Parcel 3C in the High Resort, within projected Section 19, T. 12., R. E., N.M.P.M.,  
8 City of Rio Rancho, Town of Alameda Grant Sandoval County, New Mexico", filed in the office  
9 of the County Clerk of Sandoval County, New Mexico, on May 31, 1994. in Rio Rancho Estates  
10 Plat Book No. 7 Pages 23-24.

11 IT IS FURTHER ORDERED that Movant may contact the Debtor by telephone or written  
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
14 with Debtor. However, Movant may not enforce, or threaten to enforce, any personal liability against  
15 Debtor if Debtors personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
17 to which the Debtor may convert.

18 DATED this \_\_\_\_ day of \_\_\_\_\_, 2010.

19 \_\_\_\_\_  
20 JUDGE OF THE U.S. BANKRUPTCY COURT  
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